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~~EXC-1329~~  
Copy 1 of 7

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Messrs. Herbert I. Miller and

Subject: Letter of Intent, No. CC-28441

Gentlemen:

1. This letter evidences the Government's intention to enter into a negotiated contract with you collectively, as partners, or with your successor incorporated entity for performance of the following preliminarily discussed and defined scope of work.

2. Scope of Work. The Contractor shall direct a scientific management group, consisting of a Chief Executive Officer, a Chief Scientist, and other mutually acceptable personnel as may be required for the following services to be rendered:

a. To carry out AR research coordinating activities at the Site and such other places as may be required.

b. To keep such records as necessary on test activities to assure adequate coordination and reporting of the Contractor's performance. Such record keeping may be separate from that of other Contractors involved.

c. To provide advice and consultation to other Contractors, such as, Lockheed,  etc., participating in the "O" Program.

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d. To provide periodic evaluations of all AR activities on the project and prepare such progress and other reports as may be appropriate.

With the aid and assistance of the aforesaid personnel, the Contractor shall serve as Scientific/Technical Representative of the Government procuring Activity, operating from a home office in Los Vegas, Nev., and a field office at the Test Site. In this connection, it is understood that either the Chief Executive Officer or the Chief Scientist will be present at all times at the Test Site to perform services required.

The Contractor will utilize to the maximum extent possible existing Contractors, such as S.E.I., EG&G, Lockheed, etc., to perform work now being done by such Contractors in the equipment, instrumentation and equipment modification areas at the Site.

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3. Term of Contract. The definitive contract herein contemplated shall be for a period commencing on or about March 1, 1961 and continuing through June 30, 1962, the Government reserving the option to have said services continued thereafter through completion of the flight test phase on a level of effort and a pricing arrangement to be later negotiated.

4. Definitization. As soon as possible the parties shall conclude negotiations for a definitive contract, in preparation for which the Contractor will submit promptly its final proposal including (i) any suggested changes in the above Scope of Work, (ii) an explanation of proposed organization and staffing pattern, and (iii) an appropriate cost or price analysis. No funds have been allotted to this Letter of Intent nor shall reimburseable costs be incurred prior to definitization hereof.

5. Security. The work to be performed hereunder as well as the association thereof with the procuring Government Activity are classified Secret and shall be divulged only on a need-to-know basis and then only to persons appropriately cleared and approved by the procuring Government Activity. Stowage of all classified matter generated or received hereunder shall be in strict conformity to security regulations of the procuring Government Activity.

6. Correspondence. Communications relating hereto should be in accordance with security requirements and addressed to the Contracting Officer as follows:



7. General Provisions. The definitive contract shall incorporate appropriate Articles as currently prescribed by the Armed Services Procurement Regulations, including among other clauses the following: Changes, Assignment of Claims, Disputes, Federal State and Local Taxes, Eight-Hour Law of 1812, Non-discrimination in Employment, Examination of Records, Gratuities, Default, Termination for Convenience of the Government, Government Furnished Property, Filing of Patent Applications, Authorization and Consent, Subcontracts, Security, and Copyright.

8. Acceptance hereof should be shown by execution and return of the original and one copy, the remaining copies being for your files.

ACCEPTED AS OF \_\_\_\_\_, 1961

THE UNITED STATES OF AMERICA

\_\_\_\_\_  
HERBERT I. MILLER

BY \_\_\_\_\_

\_\_\_\_\_  
Contracting Officer

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